



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Nevada State Office  
P.O. Box 12000 (1340 Financial Blvd.)  
Reno, Nevada 89520-0006  
<http://www.nv.blm.gov>



In reply refer to:  
**3120**

### Notice of Competitive Oil and Gas Lease Sale

The Nevada State Office is holding a competitive oral sale of Federal lands in the State of Nevada for oil and gas leasing. We are attaching a list that includes the parcel numbers, legal land descriptions and corresponding stipulations. The list is available on the Internet at: <http://www.nv.blm.gov/minerals/>. If the site is not accessible, you may request a paper copy from our Information Access Center by calling (775) 861-6500 between the hours of 7:30 a.m. and 4:30 p.m.

#### When and where will the sale take place?

- When:** The competitive sale begins at 9:00 a.m. on Tuesday, September 12, 2006. The sale room opens at 8:00 a.m. for registration and assignment of bidder numbers.
- Where:** We will hold the sale at the Bureau of Land Management, Nevada State Office, 1340 Financial Boulevard, Reno, Nevada. Onsite parking is available.
- Access:** The sale room is accessible to persons with disabilities. If you need a sign language interpreter or materials in an alternate format, please tell us no later than one week before the sale. You may contact **Chris Pulliam at (775) 861-6506**.

#### How do I register as a bidder?

Before the sale starts, you must complete a bidder registration form to obtain a bidding number. The forms are available at the registration desk.

#### What is the sale process?

Starting at 9:00 a.m. on the day of the sale:

- the auctioneer offers the parcels in the order they are shown on the attached list;
- registered bidders make oral bids on a per-acre basis for all acres in a parcel;
- the winning bid is the highest oral bid equal to or exceeding the minimum \$2.00 bid;
- the decision of the auctioneer is final; and
- names of high bidders (lessees) remain confidential until the results list is available.

If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.48 acres requires a minimum bid of \$202 (101 acres x \$2).

## What conditions apply to the lease sale?

● **Parcel withdrawal or sale cancellation:** We reserve the right to withdraw any or all parcels before the sale begins. If we withdraw parcels or cancel a sale, we will post a notice in our Information Access Center and announce the withdrawn parcels at the sale. We will also post a notice to our web page. If we cancel the sale, we will try to notify all interested parties in advance.

- **Lease terms:** Leases issue for a primary term of 10 years. They continue beyond the primary term as long as oil or gas is produced in paying quantities on or for the benefit of the lease. Rental is \$1.50 per acre for the first 5 years (\$2 per acre after that) until production begins. Once a lease is producing, we charge a royalty of 12.5 percent on the production removed or sold from the lease. You will find other lease terms on our standard lease form (Form 3100-11, June 1988 or later edition).
- **Stipulations:** Some parcels are subject to surface use restrictions or conditions affecting how you conduct operations on the lands. The stipulations become part of the lease and replace any inconsistent provisions of the lease form.
- **Bid form:** On the day of the sale, successful bidders must submit a properly completed bid form (Form 3000-2, October 1989 or later edition) along with their payment. The bid form is a legally binding offer to accept a lease and all its terms and conditions. Once the form is signed you cannot change it. **We will not accept any bid form that has information crossed out or is otherwise altered.**

We recommend you get a copy of the bid form and complete all but the money part before the sale. You can fill out the money part at the sale. Your completed bid form certifies that:

- (1) You and the prospective lessee are qualified to hold an oil and gas lease under our regulations at 43 CFR 3102.5-2; and
- (2) Both of you have complied with 18 U.S.C., 1860, a law that prohibits unlawful combinations, intimidation or collusion among bidders.

- **Federal acreage limitations:** Qualified individuals, associations, or corporations may only participate in a competitive lease sale and purchase Federal oil and gas leases from this office if such purchase will not result in exceeding the State limit of 246,080 acres of public domain lands and 246,080 acres of acquired lands (30 U.S.C. 184(d)). For the purpose of chargeable acreage limitations, you are charged with your proportionate share of the lease acreage holdings of partnerships or corporations in which you own an interest greater than 10 percent. Lease acreage committed to a unit agreement or development contract that you hold, own or control is excluded from chargeability for acreage limitation purposes.

The acreage limitations and certification requirements apply for competitive oil and gas lease sales, noncompetitive lease offers, transfer of interest by assignment of record title or operating rights, and options to acquire interest in leases regardless of whether an individual, association, or corporation has received, under 43 CFR 3101.2-4, additional time to divest excess acreage acquired through merger or acquisition.

- **Payment:**

- **You cannot withdraw your bid.**

- **Payment due on the day of the sale:** For each parcel you are the successful high bidder, you must pay the minimum bonus bid of \$2 per acre or fraction of an acre; the first years' advance annual rental of \$1.50 per acre or fraction of an acre; and a non-refundable administrative fee of \$130. You must make this payment either during the sale or immediately following the sale.

- **Remaining payments:** If your bonus bid was more than \$2 per acre or fraction of an acre and you didn't pay the full amount on the day of the sale, you must pay the balance of your bonus bid by **4:30 p.m. on September 22<sup>nd</sup> 2006**, which is the 10<sup>th</sup> working day following the sale. **If payment is not received by BLM in full by this date, you lose the right to the lease and you will forfeit the money you paid on the day of the sale.** We may offer the parcel in a future sale.

- **Method of payment:** You can pay by:

- personal check;
- certified check;
- money order; or
- credit card (Visa, Mastercard, American Express or Discover).

**Please note** , BLM will not accept credit or debit card payments to the Bureau for an amount equal to or greater than \$100,000. We also will not accept aggregated small amounts to bypass this requirement. We encourage you to make any payments of \$100,000 or more by Automated Clearing House (ACH) or Fed Wire transfer.

Make checks payable to: **Department of the Interior-BLM**. We do not accept cash. If you previously paid us with a check backed by insufficient funds, we will require a guaranteed payment, such as a certified check.

- **Lease issuance:** After we receive the bid forms and all monies due, we can issue the lease. Usually, a lease is effective the first day of the month following the month we sign it. If you want your lease to be effective the first day of the month in which we sign it, ask us in writing before we sign the lease.

### **How can I find out the results of this sale?**

We post the sale results in our Information Access Center and the Internet at: <http://www.nv.blm.gov/minerals/>. You can purchase a printed copy of the results list from the Information Access Center.

### **How do I file a noncompetitive offer to lease after the sale?**

Lands that do not receive a bid and are not subject to a pre-sale offer are available for a two-year period beginning the day after the sale. To file a noncompetitive offer, you must submit:

- Three copies of standard lease form 3100-11, *Offer to Lease and Lease for Oil and Gas* properly completed and signed. (Note: We will accept reproductions of the official form, including computer generated forms, that are legible and have no additions, omissions, other changes, or advertising. **If you copy this form you must copy both sides on one page.** If you copy the form on 2 pages or use an obsolete lease form, we will reject your

**offer).** You must describe the lands in your offer as specified in our regulations at 43 CFR 3110.5; and submit

- \$335 nonrefundable administrative fee; and
- First year's advance rental (\$1.50 per acre or fraction thereof)

File offers on the day of the sale and the first business day after the sale in the Information Access Center. We consider these offers simultaneously filed. When a parcel receives more than one filing by 4:30 p.m. on the day after the sale, we will hold a drawing to determine the winner. Offers filed after this time period, receive priority according to the date and time of filing in this office.

### **How do I file a noncompetitive presale offer?**

Under our regulations at 43 CFR 3110.1(a), you may file a noncompetitive presale offer for land that:

- are available; and
- have not been under lease during the previous one-year period; or
- have not been included in a competitive lease sale within the previous two-year period.

Your noncompetitive presale offer to lease must be filed prior to the official posting of this Sale Notice. If your presale offer was timely filed, was complete and we do not receive a bid for the parcel that contains the lands in your offer, it has priority over any other noncompetitive offer to lease for that parcel filed after the sale. Your presale offer to lease is your consent to the terms and conditions of the lease, including any additional stipulations. If you want to file a presale offer, follow the guidance listed above for filing a noncompetitive offer after the sale and the regulations at 43 CFR 3110.1(a).

If we don't receive a bid at the sale for the parcel(s) contained in your presale offer, we will issue the lease. You can withdraw your presale offer prior to the date we sign your lease.

### **How do I nominate lands for future sales?**

- file a letter with this office describing the lands you want posted to a sale – please refer to the Nevada State Office guidelines;
- file a presale offer

### **When is the next competitive oil and gas lease sale scheduled in Nevada?**

We are tentatively holding our next competitive sale on September 12, 2006. Nominations for the December 12, 2006 oil and gas sale are due in our office by 4:30 p.m. on July 14, 2006.

### **May I protest BLM's decision to offer the lands in this Notice for lease?**

Yes, under regulation 43 CFR 3120.1-3, you may protest the inclusion of a parcel listed in this sale notice. **All protests must meet the following requirements:**

- We must receive a protest no later than close of business on the 15<sup>th</sup> calendar day prior to the date of the sale. If our office is not open on the 15<sup>th</sup> day prior to the date of the sale, a protest received on the next day our office is open to the public will be considered timely filed. The protest must also include any statement of reasons to support the protest. We will dismiss a late-filed protest or a protest filed without a statement of reasons.
- A protest must state the interest of the protesting party in the matter.
- You may file a protest either by mail, in hardcopy form or by telefax. You may not file a protest by electronic mail. A protest filed by fax must be sent to 775-861-6710. A protest

sent to a fax number other than the fax number identified or a protest filed by electronic mail will be dismissed.

- If the party signing the protest is doing so on behalf of an association, partnership or corporation, the signing party must reveal the relationship between them. For example, unless an environmental group authorizes an individual member of its group to act for it, the individual cannot make a protest in the group's name.

**If BLM receives a timely protest of a parcel advertised on this Sale Notice, how does it affect bidding on the parcel?**

We will announce receipt of any protests at the beginning of the sale. We will also announce a decision to either withdraw the parcel or proceed with offering it at the sale.

**If I am the high bidder at the sale for a protested parcel, when will BLM issue my lease?**

We will make every effort to decide the protest within 60 days after the sale. We will issue no lease for a protested parcel until the State Director makes a decision on the protest. If the State Director denies the protest, we will issue your lease concurrently with that decision.

**If I am the successful bidder of a protested parcel, may I withdraw my bid and receive a refund of my first year's rental and bonus bid?**

No. In accordance with BLM regulations (43 CFR 3120.5-3) you may not withdraw your bid.

**If BLM upholds the protest, how does that affect my competitive bid?**

If we uphold a protest and withdraw the parcel from leasing, we will refund your first year's rental, bonus bid and administrative fee. If the decision upholding the protest results in additional stipulations, we will offer you an opportunity to accept or reject the lease with the additional stipulations prior to lease issuance. If you do not accept the additional stipulations, we will reject your bid and we will refund your first year's rental, bonus bid and administrative fee.

**If BLM's decision to uphold the protest results in additional stipulations, may I appeal that decision?**

Yes, you may. Note, an appeal from the State Director's decision must meet the requirements of Title 43 CFR §4.411 and Part 1840.

**May I appeal BLM's decision to deny my protest?**

Yes, you may. Note, an appeal from the State Director's decision must meet the requirements of Title 43 CFR §4.411 and Part 1840.

**May I withdraw my bid if the protestor files an appeal?**

No. If the protestor appeals our decision to deny the protest, you may not withdraw your bid. We will issue your lease concurrently with the decision to deny the protest. If resolution of the appeal results in lease cancellation, we will authorize refund of the bonus bid, rentals and administrative fee if—

- there is no evidence that the lessee(s) derived any benefit from possession of the lease during the time they held it, and;

- There is no indication of bad faith or other reasons not to refund the rental, bonus bid and administrative fee.

**Who should I contact if I have a question?**

For more information, contact **Chris Pulliam at (775) 861-6506.**

Elaine M. Lewis  
Acting Chief,  
Branch of Minerals Adjudication

## **NOTICE TO LESSEE**

**Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201(a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.**

**In accordance with the terms of this oil and gas lease with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A) or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).**

**Information regarding assignor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.**

### THREATENED, ENDANGERED AND SPECIAL STATUS SPECIES

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it complete its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. & 1531 et seq., including completion of any required procedure for conference or consultation.

Authority: BLM Washington Office Instruction Memorandum 2002-174; Endangered Species Act

	<u>Description of Lands</u>
PARCEL NV-06-09-001	ALL LANDS
PARCEL NV-06-09-026	ALL LANDS
PARCEL NV-06-09-028 THRU	
PARCEL NV-06-09-038	ALL LANDS
PARCEL NV-06-09-040 THRU	
PARCEL NV-06-09-041	ALL LANDS
PARCEL NV-06-09-044	ALL LANDS

### RAPTOR NESTING SITES

This lease may contain lands with active raptor nesting sites. These lands are subject to seasonal protection from disturbance to avoid displacement and mortality of raptor young.. Restrictions apply up to a 0.5 mile radius around the active nesting sites of the following species during the period described. The entire Elko District may provide suitable nesting for one or more of the species listed below.

- a) Golden Eagles and Great Horned Owls during the period 1/1-6/30, inclusive.
- b) Long-eared Owls during the period 2/1-5/15, inclusive.
- c) Prairie Falcons during the period 3/1-6/30, inclusive.
- d) Ferruginous Hawks, Northern Harriers, and Barn Owls during the period 3/1-7/31, inclusive.
- e) Goshawk and Sharp-shinned Hawks during the period 3/15-7/15, inclusive.
- f) Cooper's Hawks, Kestrels, and Burrowing Owls during the period 4/1-6/30, inclusive.
- g) Red-tailed and Swainson's Hawk during the period 4/1-7/15, inclusive.
- h) Short-eared Owls during the period 2/1-6/15, inclusive.

Authority/Supporting Documentation: Wells RMP ROD (p. 25); Elko RMP ROD (p. 25), Birds of the Great Basin, 1985; State Director Decision: Horse Canyon Decision, 2005;

#### Description of Lands

PARCEL NV-06-09-028	ALL LANDS
PARCEL NV-06-09-030 THRU	ALL LANDS
PARCEL NV-06-09-038	ALL LANDS

## CULTURAL RESOURCES

This lease may be found to contain historic properties and/or resources protected under the National Historic Preservation Act (NHPA), American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, E.O. 13007, or other statutes and executive orders. The BLM will not approve any ground disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. The BLM may require modification to exploration or development proposals to protect such properties, or disapprove any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized or mitigated.

Authority: BLM Washington Office Instruction Memorandum 2005-03

### Description of Lands

PARCEL NV-06-09-001 THRU PARCEL NV-06-09-002	ALL LANDS
PARCEL NV-06-09-026 THRU PARCEL NV-06-09-045	ALL LANDS

### MULE DEER CRUCIAL WINTER RANGE

This lease contains lands which have been identified as mule deer crucial winter range (BLM EA 2005/030, September 2005). These lands are subject to seasonal protection from disturbance to avoid displacement and mortality to animals during the winter. A map of mule deer crucial winter range can be found in BLM EA 2005-030.

- a) Seasonal restrictions from disturbance in mule deer crucial winter ranges apply during the period 11/15-3/16, inclusive.

Authority/Supporting Documentation: Wells RMP ROD (p. 10); Elko RMP ROD (pg. 3); Field Guide to Mammals (1976)

#### Description of Lands

PARCEL NV-06-09-001 THRU PARCEL NV-06-09-002	ALL LANDS
PARCEL NV-06-09-032 THRU PARCEL NV-06-09-034	ALL LANDS
PARCEL NV-06-09-036 THRU PARCEL NV-06-09-038	ALL LANDS
PARCEL NV-06-09-045	ALL LANDS

SAGE GROUSE STRUTTING GROUND (LEKS))

This lease contains lands which have been identified as sage grouse strutting grounds (leks) that are subject to seasonal protection from disturbance. A map of known sage grouse leks as of May 2005 can be found in BLM EA 2005/030. Additional leks may be identified in the future.

- a) No Surface Occupancy is permitted within 0.5 miles, or other, lesser, appropriate distance based on site-specific conditions, of sage grouse leks.

Authority/Supporting Documentation: Wells RMP ROD (p. 10); Elko RMP ROD (p. 35); Management Guidelines for Sage Grouse and Sagebrush Ecosystems in Nevada, 2000; State Director Decision: Horse Canyon Decision, 2005

Description of Lands

PARCEL NV-06-09-028  
THRU  
PARCEL NV-06-09-030

ALL LANDS

### SAGE GROUSE BROOD REARING AREAS

This lease contains lands which have been identified as sage grouse brood rearing areas that are subject to seasonal protection from disturbance.

- a) Seasonal restrictions from disturbance in sage grouse brood rearing areas apply within 0.5 miles or other appropriate distance based on site-specific conditions from 5/15 to 8/15, inclusive. This restriction does not apply to operating facilities.

Authority/Supporting Documentation: Wells RMP ROD (p. 25); Elko RMP ROD (p. 3 and 36) Management Guidelines for Sage Grouse and Sagebrush Ecosystems in Nevada, 2000, State Director Decision: Horse Canyon Decision, 2005

#### Description of Lands

PARCEL NV-06-09-001 THRU PARCEL NV-06-09-002	ALL LANDS
PARCEL NV-06-09-026 THRU PARCEL NV-06-09-031	ALL LANDS
PARCEL NV-06-09-035	ALL LANDS
PARCEL NV-06-09-041	ALL LANDS

### SAGE GROUSE CRUCIAL WINTER HABITAT

This lease contains lands which have been identified as sage grouse crucial winter habitat that are subject to seasonal protection from disturbance. This stipulation does not apply to operating facilities.

- a) Seasonal restrictions from disturbance in sage grouse crucial winter habitat apply during the period November 1 to March 15.

Authority/Supporting Documentation: Wells RMP ROD (p. 22 and 25); Elko RMP ROD; Management Guidelines for Sage Grouse and Sagebrush Ecosystems in Nevada, 2000;

#### Description of Lands

PARCEL NV-06-09-028 THRU PARCEL NV-06-09-032	ALL LANDS
PARCEL NV-06-09-034 THRU PARCEL NV-06-09-035	ALL LANDS
PARCEL NV-06-09-037 THRU PARCEL NV-06-09-038	ALL LANDS

OG-010-05-09

### CONGRESSIONALLY DESIGNATED HISTORIC TRAILS

This parcel includes lands within one mile of the center of Congressionally designated historic trails. Fluid mineral leasing activities within one mile of the center of Congressionally designated historic trails may be limited or modified to protect the historical and scenic values of the trails.

Authority: Nevada BLM Instruction Memorandums 2004-004 and 2004-006

#### Description of Lands

PARCEL NV-06-09-045

ALL LANDS

### TIMING LIMITATION STIPULATION

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities. On the land described below:

#### Sage Grouse Winter Habitat

Sage grouse winter habitat from November 1 to March 31.  
All valleys throughout the BLM Ely District Egan Resource Area.

For the purpose of:

- a. Protection of sage grouse winter habitat and during periods of stress for the birds, Egan ROD, pg. 31-32.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. For guidance on the use of the stipulation, see BLM Manual 1624 and 3103.

### Description of Lands

PARCEL NV-06-09-008

T. 21 N., R. 60 E., MDM, Nevada  
sec. 03, SW;  
sec. 04, S2;  
sec. 09, ALL;  
sec. 10, ALL.

PARCEL NV-06-09-009

T. 21 N., R. 60 E., MDM, Nevada  
sec. 14, SW;  
sec. 15, ALL;  
sec. 16, ALL.

### TIMING LIMITATION STIPULATION

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities. On the land described below:

#### Ferruginous Hawk Nesting Territories

A ½ mile radius surrounding ferruginous hawk nesting territories within BLM Ely District Egan Resource Area from March 15 to July 1.

#### Description of Lands

PARCEL NV-06-09-003	T. 17 N., R. 56 E., MDM, Nevada sec. 22, W2.
PARCEL NV-06-09-005	T. 20 N., R. 59 E., MDM, Nevada sec. 16, ALL.
PARCEL NV-06-09-007	T. 21 N., R. 60 E., MDM, Nevada sec. 11, W2.
PARCEL NV-06-09-008	T. 21 N., R. 60 E., MDM, Nevada sec. 09, SE; sec. 10, ALL.
PARCEL NV-06-09-009	T. 21 N., R. 60 E., MDM, Nevada sec. 14, S2; sec. 15, ALL; sec. 16, E2.
PARCEL NV-06-09-014	ALL LANDS
PARCEL NV-06-09-015	T. 21 N., R. 61 E., MDM, Nevada sec. 06, LOTS 1,2, S2NE, SE.
PARCEL NV-06-09-017	T. 21 N., R. 61 E., MDM, Nevada sec. 16, ALL; sec. 17, NE.

### TIMING LIMITATION STIPULATION

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities. On the land described below:

Sage Grouse Lek(s)

A 2 mile radius around a sage grouse lek(s) from March 15 to May 1. All valleys throughout the BLM Ely District Egan Resource Area.

For the purpose of:

- a. Protecting the integrity of the sage grouse lek(s) during the breeding season, Egan ROD, pg. 31-32.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. For guidance on the use of the stipulation, see BLM Manual 1624 and 3103.

#### Description of Lands

PARCEL NV-06-09-005	T. 20 N., R. 59 E., MDM, Nevada sec. 08, ALL; sec. 09, NWNW.
PARCEL NV-06-09-007	T. 21 N., R. 60 E., MDM, Nevada sec. 11, S2; sec. 12, W2SW.
PARCEL NV-06-09-008	T. 21 N., R. 60 E., MDM, Nevada sec. 09, SE; sec. 10, S2.
PARCEL NV-06-09-009	ALL LANDS
PARCEL NV-06-09-014 THRU PARCEL NV-06-09-016	ALL LANDS
PARCEL NV-06-09-017	T. 21 N., R. 61 E., MDM, Nevada sec. 16, NW.
PARCEL NV-06-09-020	T. 21 N., R. 61 E., MDM, Nevada sec. 28, SW; sec. 29, S2N2, S2; sec. 32, all; sec. 33, SWNE, W2, W2SE.
PARCEL NV-06-09-021 THRU PARCEL NV-06-09-022	ALL LANDS
PARCEL NV-06-09-025	ALL LANDS

### TIMING LIMITATION STIPULATION

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities. On the land described below:

Desert Tortoise Habitat

No surface use is allowed from March 15 to October 15.

Authority: pp. 55, Approved Calinete Management Framework Plan Amendment and Record of Decision for the Management of Desert Tortoise Habitat, September 2000.

### Description of Lands

PARCEL NV-06-09-048

THRU

PARCEL NV-06-09-063

ALL LANDS

CONTROLLED SURFACE USE STIPULATION

Open to leasing with minor restrictions (controlled surface use).

Desert Tortoise Habitat

Unless otherwise authorized, access to this leasehold, and operations will be limited to the existing roads and trails.

Authority: pp. 56, Approved Caliente Management Framework Plan Amendment and Record of Decision for the Management of Desert Tortoise Habitat, September 2000.

Description of Lands

PARCEL NV-06-09-048

THRU

PARCEL NV-06-09-063

ALL LANDS

### LEASE NOTICE

A leasing notice providing guidance for plan development will be included on all leases. Section 7 consultation will be completed prior to any surface disturbance in desert tortoise habitat. BLM must ensure through the review of the application permit to drill and development of the mitigation measures that the impacts from the operation do not jeopardize the continued existence of a listed species or result in the destruction or adverse modification of critical habitat. The operator, USFWS and BLM must also reach concurrence that proposed actions are below the jeopardy or adverse modification threshold. If it is determined that through the review of the plan of operation and the use of mitigation measures that the operation is not below the jeopardy or adverse modification threshold, the project would not go forward.

### Description of Lands

PARCEL NV-06-09-048  
THRU  
PARCEL NV-06-09-063

ALL LANDS

## NO SURFACE OCCUPANCY STIPULATION

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

### Ferruginous Hawk Nest Sites

Defined as 40-acre no occupancy zones (quarter-quarter sections), surrounding all ferruginous hawk nest sites within the BLM Ely District Egan Resource Area.

For the purpose of:

- a. Protecting the integrity of the hawk breeding territory.
- b. Category II listed species by USF&WS.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. For guidance on the use of this stipulation, see BLM Manual 1624 and 3103.

### Description of Lands

PARCEL NV-06-09-005	T. 20 N., R. 59 E., MDM, Nevada sec. 16, NESW.
PARCEL NV-06-09-008	T. 21 N., R. 60 E., MDM, Nevada sec. 10, SWNE, NESW.
PARCEL NV-06-09-009	T.21 N., R. 60 E., MDM, Nevada sec. 15, SWNE, SENW, SWNW.
PARCEL NV-06-09-014	T. 21 N., R. 61 E., MDM, Nevada sec. 05, lots 3-4, SENW, NESW; sec. 08, NWNE, NESE.
PARCEL NV-06-09-017	T. 21 N., R. 61 E., MDM, Nevada sec. 16, SWNE.
PARCEL NV-06-09-021	T. 21 N., R. 61 E., MDM, Nevada sec. 30, NWNE.

NO SURFACE OCCUPANCY STIPULATION

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

Description of Lands

PARCEL NV-06-09-046

T. 26 S., R. 64 E., MDM, Nevada  
sec. 19, lots 1-4, NE, E2W2.

For the purpose of:

1. Desert Tortoise Critical Habitat.

NSO-050-2

### LEASE NOTICE

A leasing notice providing guidance for plan development will be included on all leases. Section 7 consultation will be completed prior to any surface disturbance in desert tortoise habitat. BLM must ensure through the review of the application permit to drill and development of the mitigation measures that the impacts from the operation do not jeopardize the continued existence of a listed species or result in the destruction or adverse modification of critical habitat. The operator, USFWS and BLM must also reach concurrence that proposed actions are below the jeopardy or adverse modification threshold. If it is determined that through the review of the plan of operation and the use of mitigation measures that the operation is not below the jeopardy or adverse modification threshold, the project would not go forward.

### Description of Lands

PARCEL NV-06-09-046  
THRU  
PARCEL NV-06-09-047

ALL LANDS

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**NV-06-09-001 1943.050 Acres**

T.0310N, R.0510E, 21 MDM, NV  
Sec. 010 LOTS 1;  
010 W2NE,SENE,W2,SE;  
011 SWSW;  
012 LOTS 1-4;  
012 NE,S2NW,SW,N2SE;  
014 ALL;

Eureka County

Elko FO

Stipulations:

OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-04, OG-010-05-08

**NV-06-09-002 1280.000 Acres**

T.0310N, R.0510E, 21 MDM, NV  
Sec. 024 ALL;  
026 ALL;

Eureka County

Elko FO

Stipulations:

OG-010-05-03, OG-010-05-04, OG-010-05-08

**NV-06-09-003 1600.000 Acres**

T.0170N, R.0560E, 21 MDM, NV  
Sec. 015 W2;  
016 ALL;  
021 E2;  
022 W2;

White Pine County

Ely FO

Stipulations:

OG-047-2

**NV-06-09-004 652.560 Acres**

T.0200N, R.0590E, 21 MDM, NV  
Sec. 004 LOTS 1-4;  
004 S2N2,S2;

White Pine County

Ely FO

**NV-06-09-005 2560.000 Acres**

T.0200N, R.0590E, 21 MDM, NV  
Sec. 008 ALL;  
009 ALL;  
016 ALL;  
017 ALL;

White Pine County

Ely FO

Stipulations:

OG-047-2, OG-047-3, NSO-047-19

**NV-06-09-006 640.000 Acres**

T.0200N, R.0600E, 21 MDM, NV  
Sec. 010 ALL;

White Pine County

Ely FO

**NV-06-09-007 2555.960 Acres**

T.0210N, R.0600E, 21 MDM, NV  
Sec. 001 LOTS 1-4;  
001 S2N2,S2;  
002 LOTS 1-4;  
002 S2N2,S2;  
011 ALL;  
012 ALL;

White Pine County

Ely FO

Stipulations:

OG-047-2, OG-047-3

**NV-06-09-008 2558.800 Acres**

T.0210N, R.0600E, 21 MDM, NV  
Sec. 003 LOTS 1-4;  
003 S2N2,S2;  
004 LOTS 1-4;  
004 S2N2,S2;  
009 ALL;  
010 ALL;

White Pine County

Ely FO

Stipulations:

OG-047-1, OG-047-2, OG-047-3, NSO-047-19

**NV-06-09-009 2560.000 Acres**

T.0210N, R.0600E, 21 MDM, NV  
Sec. 013 ALL;  
014 ALL;  
015 ALL;  
016 ALL;

White Pine County

Ely FO

Stipulations:

OG-047-1, OG-047-2, OG-047-3, NSO-047-19

**NV-06-09-010 640.280 Acres**

T.0160N, R.0610E, 21 MDM, NV  
Sec. 001 LOTS 1-4;  
001 S2N2,S2;

White Pine County

Ely FO

**NV-06-09-011 1816.480 Acres**

T.0170N, R.0610E, 21 MDM, NV  
Sec. 003 LOTS 1-4;  
003 S2N2,S2;  
010 ALL;  
015 ALL;

White Pine County

Ely FO

**NV-06-09-012 1325.680 Acres**

T.0170N, R.0610E, 21 MDM, NV  
Sec. 011 ALL;  
012 LOTS 2,3,6,7;  
012 W2E2,W2;

White Pine County

Ely FO

**NV-06-09-013 1400.000 Acres**

T.0180N, R.0610E, 21 MDM, NV  
Sec. 010 ALL;  
011 ALL;  
013 N2NE,NESE;

White Pine County

Ely FO

Stipulations:

\1\

**NV-06-09-014 1279.760 Acres**

T.0210N, R.0610E, 21 MDM, NV  
Sec. 005 LOTS 1-4;  
005 S2N2,S2;  
008 ALL;

White Pine County

Ely FO

Stipulations:

OG-047-2, NSO-047-19, OG-047-3

**NV-06-09-015 1527.250 Acres**

T.0210N, R.0610E, 21 MDM, NV  
Sec. 006 LOTS 1-34;  
006 S2NE,SE;

White Pine County

Ely FO

Stipulations:

OG-047-2, OG-047-3

**NV-06-09-016 1525.320 Acres**

T.0210N, R.0610E, 21 MDM, NV  
Sec. 007 LOTS 1-32;  
007 E2;

White Pine County

Ely FO

Stipulations:

OG-047-3

**NV-06-09-017 2560.000 Acres**

T.0210N, R.0610E, 21 MDM, NV  
Sec. 016 ALL;  
017 ALL;  
020 ALL;  
021 ALL;

White Pine County

Ely FO

Stipulations:

OG-047-2, OG-047-3, NSO-047-19

**NV-06-09-018 1524.920 Acres**

T.0210N, R.0610E, 21 MDM, NV  
Sec. 018 LOTS 1-32;  
018 E2;

White Pine County

Ely FO

**NV-06-09-019 1525.400 Acres**

T.0210N, R.0610E, 21 MDM, NV  
Sec. 019 LOTS 1-32;  
019 E2;

White Pine County

Ely FO

**NV-06-09-020 2560.000 Acres**

T.0210N, R.0610E, 21 MDM, NV  
Sec. 028 ALL;  
029 ALL;  
032 ALL;  
033 ALL;

White Pine County

Ely FO

Stipulations:

OG-047-3

**NV-06-09-021 1526.240 Acres**

T.0210N, R.0610E, 21 MDM, NV  
Sec. 030 LOTS 1-32;  
030 E2;

White Pine County

Ely FO

Stipulations:

OG-047-3, NSO-047-19

**NV-06-09-022 1526.520 Acres**

T.0210N, R.0610E, 21 MDM, NV  
Sec. 031 LOTS 1-32;  
031 E2;

White Pine County

Ely FO

Stipulations:

OG-047-3

**NV-06-09-023 580.327 Acres**

T.0160N, R.0620E, 21 MDM, NV  
Sec. 006 LOTS 1-7 (EXCL ME PATENTS);  
006 S2NE, SENW, NESW, N2SE;  
006 SESW, SWSE (EXCL ME PATS);

White Pine County

Ely FO

**NV-06-09-024 620.000 Acres**

T.0170N, R.0620E, 21 MDM, NV  
Sec. 018 LOTS 1-4;  
018 E2, E2W2;

White Pine County

Ely FO

**NV-06-09-025 1200.000 Acres**

T.0260N, R.0620E, 21 MDM, NV  
Sec. 035 ALL;  
036 N2, SW, N2SE;

White Pine County

Ely FO

PENDING PRESALE OFFER NO. N-81842

Stipulations:

OG-047-3

**NV-06-09-026 640.440 Acres**

T.0270N, R.0620E, 21 MDM, NV  
Sec. 004 LOTS 1-4;  
004 S2N2, S2;

Elko County

Elko FO

Stipulations:

OG-010-05-01, OG-010-05-03, OG-010-05-08

**NV-06-09-027 640.000 Acres**

T.0270N, R.0620E, 21 MDM, NV  
Sec. 022 ALL;

Elko County

Elko FO

PENDING PRESALE OFFER NO. N-81839

Stipulations:

OG-010-05-03, OG-010-05-08

**NV-06-09-028 2560.000 Acres**

T.0280N, R.0630E, 21 MDM, NV  
Sec. 013 ALL;  
014 ALL;  
023 ALL;  
024 ALL;

Elko County

Elko FO

PENDING PRESALE OFFER NO. N-81498

Stipulations:

OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-07, OG-010-05-08, OG-010-05-09  
/A/

**NV-06-09-029 2480.000 Acres**

T.0280N, R.0630E, 21 MDM, NV  
Sec. 025 ALL;  
026 ALL;  
035 ALL;  
036 W2NE, SENE, NW, N2SW, SWSW;  
036 SE;

Elko County

Elko FO

PENDING PRESALE OFFER NO. N-81498

Stipulations:

OG-010-05-01, OG-010-05-03, OG-010-05-07,  
OG-010-05-08, OG-010-05-09, /A/

**NV-06-09-030 1289.830 Acres**

T.0320N, R.0630E, 21 MDM, NV  
Sec. 005 LOTS 1-4;  
005 S2N2, S2;  
006 LOTS 1-7;  
006 S2NE, SENW, E2SW, SE;

Elko County

Elko FO

Stipulations:

OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-07, OG-010-05-08, OG-010-05-09,  
/A/

**NV-06-09-031 1273.840 Acres**

T.0320N, R.0630E, 21 MDM, NV  
Sec. 007 LOTS 1-4;  
007 E2, E2W2;  
008 ALL;

Elko County

Elko FO

Stipulations:

OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-08, OG-010-05-09, /A/

**NV-06-09-032 1280.000 Acres**

T.0320N, R.0630E, 21 MDM, NV  
Sec. 009 ALL;  
010 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-04, OG-010-05-09

**NV-06-09-033 2560.000 Acres**

T.0320N, R.0630E, 21 MDM, NV  
Sec. 013 ALL;  
014 ALL;  
023 ALL;  
024 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-04

**NV-06-09-034 2560.000 Acres**

T.0320N, R.0630E, 21 MDM, NV  
Sec. 015 ALL;  
016 ALL;  
021 ALL;  
022 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-04, OG-010-05-09

**NV-06-09-035 2549.440 Acres**

T.0320N, R.0630E, 21 MDM, NV  
Sec. 017 ALL;  
018 LOTS 1-4;  
018 E2,E2W2;  
019 LOTS 1-4;  
019 E2,E2W2;  
020 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-08, OG-010-05-09, /A/

**NV-06-09-036 2560.000 Acres**

T.0320N, R.0630E, 21 MDM, NV  
Sec. 025 ALL;  
026 ALL;  
035 ALL;  
036 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-04

**NV-06-09-037 2560.000 Acres**

T.0320N, R.0630E, 21 MDM, NV  
Sec. 027 ALL;  
028 ALL;  
033 ALL;  
034 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-04, OG-010-05-09

**NV-06-09-038 2550.680 Acres**

T.0320N, R.0630E, 21 MDM, NV  
Sec. 029 ALL;  
030 LOTS 1-4;  
030 E2,E2W2;  
031 LOTS 1-4;  
031 E2,E2W2;  
032 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-01, OG-010-05-02, OG-010-05-03,  
OG-010-05-04, OG-010-05-09, /A/

**NV-06-09-039 1281.040 Acres**

T.0330N, R.0630E, 21 MDM, NV  
Sec. 001 LOTS 1-4;  
001 S2N2,S2;  
002 LOTS 1-4;  
002 S2N2,S2;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-03

**NV-06-09-040 1284.280 Acres**

T.0330N, R.0630E, 21 MDM, NV  
Sec. 003 LOTS 1-4;  
003 S2N2,S2;  
004 LOTS 1-4;  
004 S2N2,S2;  
Elko County

Elko FO  
Stipulations:  
OG-010-05-01, OG-010-05-03

**NV-06-09-041 1283.300 Acres**

T.0330N, R.0630E, 21 MDM, NV  
Sec. 005 LOTS 1-4;  
005 S2N2,S2;  
006 LOTS 1-7;  
006 S2NE,SE,SW,SE;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-01, OG-010-05-03, OG-010-05-08,  
/A/, /C/

**NV-06-09-042 1276.600 Acres**

T.0330N, R.0630E, 21 MDM, NV  
Sec. 007 LOTS 1-4;  
007 E2,E2W2;  
008 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-03, /A/, /C/

**NV-06-09-043 1280.000 Acres**

T.0330N, R.0630E, 21 MDM, NV  
Sec. 009 ALL;  
010 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-03

**NV-06-09-044 1280.000 Acres**

T.0330N, R.0630E, 21 MDM, NV  
Sec. 011 ALL;  
012 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-01, OG-010-05-03

**NV-06-09-045 2560.000 Acres**

T.0330N, R.0630E, 21 MDM, NV  
Sec. 013 ALL;  
014 ALL;  
023 ALL;  
024 ALL;  
Elko County  
Elko FO  
Stipulations:  
OG-010-05-03, OG-010-05-04, OG-010-05-13

**NV-06-09-046 1413.380 Acres**

T.0260S, R.0640E, 21 MDM, NV  
Sec. 007 LOTS 1-4;  
007 E2,E2W2;  
008 S2;  
019 LOTS 1-4;  
019 NE,E2W2;  
Clark County  
Las Vegas FO  
PENDING PRESALE OFFER NO. N-81750  
Stipulations:  
NSO-050-2, OG-050-1

**NV-06-09-047 2560.000 Acres**

T.0150S, R.0680E, 21 MDM, NV  
Sec. 008 ALL;  
009 ALL;  
016 ALL;  
017 ALL;  
Clark County  
Las Vegas FO  
Stipulations:  
OG-050-1

**NV-06-09-048 2560.000 Acres**

T.0100S, R.0690E, 21 MDM, NV  
Sec. 025 ALL;  
026 ALL;  
035 ALL;  
036 ALL;  
Lincoln County  
Ely FO  
PENDING PRESALE OFFER NO. N-81331  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-049 2560.000 Acres**

T.0110S, R.0690E, 21 MDM, NV  
Sec. 001 PROT ALL;  
002 PROT ALL;  
011 PROT ALL;  
012 PROT ALL;

Lincoln County  
Ely FO  
PENDING PRESALE OFFER NO. N-81330  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-050 160.000 Acres**

T.0080S, R.0700E, 21 MDM, NV  
Sec. 034 PROT S2S2;  
Lincoln County  
Ely FO  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-051 1271.000 Acres**

T.0082S, R.0700E, 21 MDM, NV  
Sec. 034 LOTS 1-4;  
034 S2;  
035 LOTS 1-4;  
035 S2;  
036 LOTS 4;  
036 SW,S2SE;

Lincoln County  
Ely FO  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-052 2558.800 Acres**

T.0090S, R.0700E, 21 MDM, NV  
Sec. 001 LOTS 1-4;  
001 S2N2,S2;  
002 LOTS 1-4;  
002 S2N2,S2;  
011 ALL;  
012 ALL;

Lincoln County  
Ely FO  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-053 1279.760 Acres**

T.0090S, R.0700E, 21 MDM, NV  
Sec. 003 LOTS 1-4;  
003 S2N2,S2;  
010 ALL;

Lincoln County  
Ely FO  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-054 2560.000 Acres**

T.0090S, R.0700E, 21 MDM, NV  
Sec. 013 ALL;  
014 ALL;  
023 ALL;  
024 ALL;

Lincoln County  
Ely FO  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-055 1280.000 Acres**

T.0090S, R.0700E, 21 MDM, NV  
Sec. 015 ALL;  
022 ALL;

Lincoln County  
Ely FO  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-056 2560.000 Acres**

T.0090S, R.0700E, 21 MDM, NV  
Sec. 025 ALL;  
026 ALL;  
035 ALL;  
036 ALL;

Lincoln County  
Ely FO  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-057 1280.000 Acres**

T.0090S, R.0700E, 21 MDM, NV  
Sec. 027 ALL;  
034 ALL;

Lincoln County  
Ely FO  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-058 656.860 Acres**

T.0090S, R.0710E, 21 MDM, NV  
Sec. 004 SWSW;  
009 NW,S2;  
010 LOTS 1-4;

Lincoln County  
Ely FO  
Stipulations:  
OG-047-7, OG-047-8, OG-047-9

**NV-06-09-059                    2239.190 Acres**

T.0090S, R.0710E, 21 MDM, NV  
Sec. 005     SWNW,S2;  
         006     LOTS 2-4;  
         006     S2N2,S2;  
         007     ALL;  
         008     ALL;

Lincoln County

Ely FO

Stipulations:

OG-047-7, OG-047-8, OG-047-9

**NV-06-09-060                    1542.840 Acres**

T.0090S, R.0710E, 21 MDM, NV  
Sec. 015     LOTS 1-4;  
         016     ALL;  
         021     ALL;  
         022     LOTS 1-4;

Lincoln County

Ely FO

Stipulations:

OG-047-7, OG-047-8, OG-047-9

**NV-06-09-061                    2560.000 Acres**

T.0090S, R.0710E, 21 MDM, NV  
Sec. 017     ALL;  
         018     ALL;  
         019     ALL;  
         020     ALL;

Lincoln County

Ely FO

Stipulations:

OG-047-7, OG-047-8, OG-047-9

**NV-06-09-062                    1530.890 Acres**

T.0090S, R.0710E, 21 MDM, NV  
Sec. 027     LOTS 1-4;  
         028     ALL;  
         033     ALL;  
         034     LOTS 1-4;

Lincoln County

Ely FO

Stipulations:

OG-047-7, OG-047-8, OG-047-9

**NV-06-09-063                    2560.000 Acres**

T.0090S, R.0710E, 21 MDM, NV  
Sec. 029     ALL;  
         030     ALL;  
         031     ALL;  
         032     ALL;

Lincoln County

Ely FO

Stipulations:

OG-047-7, OG-047-8, OG-047-9

Number of Parcels - 63

Total Acreage - 108370.717

Total number of Parcels with Presale Offers - 7

Parcel Number of Parcels with Presale Offers -  
25,27,28,29,46,48,49

Total Acreage With Presale Offers - 13413.38

Any portion of the listed lands may be deleted upon  
determination that such lands are not available for  
leasing.

**FOOTNOTES**

1/ All or part of the lands are non-federal surface  
(split estate) with title to the mineral estate held  
by the United States. Due to this status, the  
mineral estate is administered by the Bureau of Land

Management (BLM). Permits and approvals will be  
issued by the authorized BLM Officer.

Elko Field Office

/A/ Historic roads or trails eligible for listing on  
The National Register of Historic Places are or may  
be present. Mitigation of impacts could require  
substantial buffers to protect the viewshed of the  
trail.

/C/ Remains of historic railroads eligible for  
listing on the National Register of Historic Places  
are or may be present. Mitigation of impacts could  
require substantial buffers to protect the viewshed  
of the railroad.